

## Framework Schedule 6 (Order Form and Call-Off Schedules)

### Order Form

CALL-OFF REFERENCE:	ecm_65104
THE BUYER:	<b>THE SECRETARY OF STATE FOR THE DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS</b>
BUYER ADDRESS	Nobel House, London, SW1P 3JR
THE SUPPLIER:	<b>COMPUTACENTER (UK) LIMITED</b>
SUPPLIER ADDRESS:	Hatfield Avenue, Hatfield, Hertfordshire, AL10 9TW
REGISTRATION NUMBER:	01584718
DUNS NUMBER:	22-602-3463
SID4GOV ID:	Unknown

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date of last signature. It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

### CALL-OFF LOT(S):

the relevant lot number(s)

- **Lot 2 Hardware & Associated Services**

### CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1(Definitions and Interpretation) RM6068
- 3 The following Schedules in equal order of precedence:
  - Joint Schedules for RM6068
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)

- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for ecm\_65104 Call-Off reference number]
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 4 (Call-off Tender)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 6 (ICT Services). For the purposes of this Call-Off Schedule 6 – ICT Services, Annex B, and Annex C are attached as Annexes to this Order Form where applicable).
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
  - Call-Off Schedule 10 (Exit Management) Part B
  - Call-Off Schedule 11 (Installation Works)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)
  - Call-Off Schedule 20 (Call-Off Specification)

#### 4 CCS Core Terms (version 3.0.6)

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### **CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: For the purpose of Clause 10.3 of the Core Terms 'Ending the contract without a reason', Buyer shall not terminate this Call-Off Contract without cause.

CALL-OFF START DATE: 25/07/2022

CALL-OFF EXPIRY DATE: 24/07/2024

CALL-OFF INITIAL PERIOD: 24, Months

CALL-OFF OPTIONAL EXTENSION PERIOD  
12, Months

### **CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification)

## **LOCATION FOR DELIVERY**

As required across the entire Defra and ALB estate.

Title to Goods is transferred to the Buyer on payment to the Supplier in full (save in respect of software where title to the same shall remain at all times with the relevant licensor).

## **DATES FOR DELIVERY OF THE DELIVERABLES**

As agreed between the parties when calling off works from this agreement.

## **TESTING OF DELIVERABLES**

Option A: None

## **WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the duration of any guarantee or warranty period the Supplier has received from the third party manufacturer or supplier.

## **MAXIMUM LIABILITY**

Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year shall be the total aggregate Charges paid or payable by the Buyer from the Call-Off Start Date until the end of the first Call-Off Contract Year.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £750,000.00

## **CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

## REIMBURSABLE EXPENSES

None

## PAYMENT METHOD

The Supplier shall submit invoices directly to the billing address as per the Buyer's order. The Supplier shall invoice the Buyer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made by BACS payment.

## BUYER'S INVOICE ADDRESS:

SSCL AP

Defra

PO Box 790

Newport

Gwent

NP10 8FZ

Accounts-payable.def@sscl.gse.gov.uk

## BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

IT Accommodation Domain Lead

[REDACTED]

Horizon House

Deanery Road

Bristol

BS1 5AH

## BUYER'S ENVIRONMENTAL POLICY

Available online at: [25 Year Environment Plan - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/612222/25-Year-Environment-Plan.pdf)

## BUYER'S SECURITY POLICY

Available on request

## **SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Account Manager

[REDACTED]

Hatfield Avenue, HATFIELD AL10 9TW

## **SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

Framework Sales Director

[REDACTED]

Hatfield Avenue, HATFIELD AL10 9TW

## **PROGRESS REPORT FREQUENCY**

As agreed between the parties when calling off works from this agreement.

## **PROGRESS MEETING FREQUENCY**

As agreed between the parties when calling off works from this agreement.

## **KEY STAFF (Buyer)**

[REDACTED]

Senior Project Manager – DDTS Major Project & Digital Delivery

[REDACTED]

Lutra House

Dodd Way (off Seedlee Road)

Walto Summit

Preston

Lancs

PR5 8BX

[REDACTED]

Senior Service Owner – GIO Unified Communications

[REDACTED]

Horizon House

Deanery Road  
Bristol  
BS1 5AH

### **KEY STAFF (Supplier)**

[REDACTED]

Account Manager

[REDACTED]

[REDACTED]

Hatfield Avenue, HATFIELD AL10 9TW

[REDACTED]

AV Specialist

[REDACTED]

[REDACTED]

Hatfield Avenue, HATFIELD AL10 9TW

### **KEY SUBCONTRACTOR(S)**

Systeams Ltd

Unit 2, Beta Way, Thorpe Industrial Estate, Egham, Surrey, TW20 8RE

[REDACTED] Head of Sales, [REDACTED]

[REDACTED]

### **COMMERCIALLY SENSITIVE INFORMATION**

Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off  
Term +2 years

### **SERVICE CREDITS**

Not applicable

### **ADDITIONAL INSURANCES**

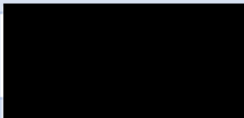
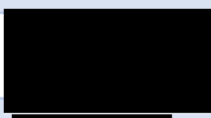
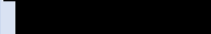
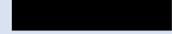
Not applicable

## GUARANTEE

Not applicable

## SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Senior Legal Advisor	Role:	Category Manager – Digital workplace
Date:	25 July 2022   10:15 BST	Date:	26 July 2022   11:01 BST

### Annex B

#### COTS Licensing Terms

Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Buyer's use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract.

### Annex C

#### Software Support and Maintenance Terms

Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.